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Contract Database Metadata Elements

Title: **Hinsdale Central School District and Hinsdale Non-Teaching Association (2001)**

Employer Name: **Hinsdale Central School District**

Union: **Hinsdale Non-Teaching Association**

Local:

Effective Date: **07/01/01**

Expiration Date: **06/30/04**

Number of Pages: **19**

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Hinsdale Central School District And
Hinsdale Non-Teaching Association

**HINSDALE CENTRAL SCHOOL
DISTRICT #1**

AND

HINSDALE NON-TEACHING ASSOCIATION

CONTRACT

2001-2002

2002-2003

2003-2004

RECEIVED

JAN 05 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOTICE PURSUANT TO SECTION 204-A OF THE PUBLIC

EMPLOYEES' FAIR EMPLOYMENT

“It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.”

Hinsdale Central School Hinsdale, N.Y.

Excerpt from the official minutes of the Board of Education, Hinsdale Central, regular meeting February 11, 1969.

RECOGNITION

President of the Board of Education, Mr. Raymond Rickerson, read a letter from the Non-Teaching Employees Association of Hinsdale Central declaring one hundred (100) percent membership. The Board of Education resolved to recognize this group as the organization to represent the Hinsdale Central School Non-Teaching Employees Association except Secretaries.

DEFINITIONS

- A. ADMINISTRATOR shall refer to the Superintendent.
- B. ASSOCIATION, herein, shall refer to the members of the Hinsdale Central School Non-Teaching Association, other than Supervisory Personnel, Secretaries, Audio-Visual Coordinator and School Nurse.
- C. BOARD shall refer to the Board of Education of the Hinsdale Central School.
- D. EMPLOYER shall refer to the Board of Education of the Hinsdale Central School.
- E. GRIEVANCE shall be a complaint by any employee, or group of employees, in the bargaining unit concerning any alleged breach, misinterpretation or misapplication of this agreement.
- F. FULL-TIME EMPLOYEE are persons working 10 or 12 months per year and averaging at least five (5) working hours per day, including bus drivers. *See PREMABLE --- "as of 7/1/80

PREAMBLE

This agreement entered into this first day of July by and between the Board of Education of HINSDALE CENTRAL SCHOOL, HINSDALE, NEW YORK 14743.

School District, hereinafter called the Board and the Hinsdale Central School Non-Teaching Association, hereinafter called the Association.

Present contract Grandfathers all present Part-Time or Full-Time employees as defined under DEFINITIONS F.

*As of 7/1/80 all new employees working 32 hours or more per week be considered as full time employees and receive employee benefits as stated in contract under 10 or 12 month employees.

**All new employees working less than 32 hours per week be considered as part-time and are to receive benefits as stated in the contract under Part-Time Benefits.

WITNESSETH

WHEREAS, the Board and the Non-Teaching Association recognize and declare that providing a quality education for the children of Hinsdale Central School is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the non-teaching service; and

WHEREAS, the Board has statutory obligation, pursuant to Article 14 of the Civil Service Law (Chapter 392 of the Laws of 1967 Public Employees, Fair Employment Act), to negotiate with the Association as the representative of its working personnel with respect to hours, wages, terms and conditions of employment and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement; and

In consideration of the following mutual covenants, it is hereby agreed as follows:

AREA FOR DISCUSSION AND AGREEMENT

This recognition constitutes an agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Hinsdale Central School.

PROCEDURES FOR CONDUCTING NEGOTIATIONS

- A. **NEGOTIATION TEAMS.** The Board, or designated representative(s) of the Board, will meet with two (2) representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.
- B. **OPENING NEGOTIATIONS.** Upon request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set not more than fifteen (15) days following such a request. Each party will furnish the names of negotiating teams at this time. In any given school year, such request shall be made on or before February 1st. All issues proposed for discussion shall be submitted, in writing, by the Association to the Board, or its delegated representatives, at the first meeting. The Board shall submit, in writing, to the Association representatives, all additional issues upon which it wishes to negotiate no later than the second meeting. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties.
- C. **NEGOTIATING PROCEDURES.** The designated representative(s) of the Board, shall meet at such mutually agreed upon places and times with the representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposal and counter proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings, as described in the above paragraph, such additional meetings shall be held as the parties may require to reach and understand on the issue(s) or until an impasse is reached. Meetings will be held as mutually agreed upon with no time constraints.

- D. EXCHANGE OF INFORMATION. Both parties and/or the Business Office shall furnish each other upon reasonable request, all available information pertinent to the issue (s) under consideration.
- E. COMMITTEE REPORTS. The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall no be released to the general public unless such an issuance has the prior approval of both parties.
- F. REACHING AGREEMENT. When consensus is reached covering the area under discussion by the negotiating teams, the proposed agreement shall be reduced to writing and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions necessary to make them official.
- G. RESOLVING DIFFERENCES. In case of disagreement concerning the meaning, or application of this agreement, or in the event an agreement is not reached by negotiations, after the parties agree to refer the issues to PERB, as mandated by the Taylor Law.

IMPLEMENTATION AND AMENDMENT

This negotiation procedure shall become effective upon its approval by a majority of the Association members and a majority of the Board members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

BOARD OF EDUCATION OF HINSDALE

BYBoard of Education, President

HINSDALE NON-TEACHING ASSOCIATION

BY Non-Teaching Association, President

SCHOOL POLICIES

- A. **SCHOOL CLOSING.** Regular full time employees will work their regular schedule unless otherwise notified by the Superintendent. On snow days employees not able to work their regular jobs because of school closing can take a personal day or if work is available can work same hours normally worked at minimum wage. A sick day can be used for legitimate sickness.
- B. **EMPLOYEE INABILITY TO WORK.** All employees will give as much advanced notice of their inability to work as possible.
- C. **VACATIONS** will be granted the week before school opens only upon approval of Superintendent. Two week notice for employees vacation unless emergency and then only by Administrator approval. In the event of a conflict, seniority applies. Only one employee per department at a time, unless approved by Administrator.
- D. **THE BOARD** can give **MERITORIOUS PAY** to Non-Teaching employees of the School District. Employees cannot request a merit review from their employer.
- E. **SUBBING** – Non-Teaching Association members filling in for another NTA member will be paid at the rate of minimum wage.
- F. **OVERTIME** shall be offered to all employees on an equal basis at the discretion of their immediate supervisor. Overtime pay shall be at the rate of 1 ½ times the regular rate after 40 hours worked during the week. This will be in the form of comp time (see H).
- G. **SUBSTITUTES** will not be represented under this contract.
 - 1. **Substitutes cannot grieve the contract**
 - 2. **Substitutes have no seniority toward appointments.**
- H. **COMP TIME** – The District will pay time and one-half for all pre-approved (72 hour pre approval required) overtime. Overtime worked without pre-approval will still be compensated with comp time at a rate of one and one-half times.
- I. **STAFF DEVELOPMENT DAYS.** When appropriate staff development is available for bus drivers and monitors, it will be scheduled for staff development day and the staff will be paid for attendance.

BENEFITS FOR 10/12 MONTH FULL-TIME EMPLOYEES

SECTION 1. SICK LEAVE

All employees will be allowed sick leave equal to one day per month for each month employed. Sick leave may accumulate to:

125 days	12 month employees
90 days	10 month employees

All sick leave in excess of five (5) consecutive days must be requested in advance of time used. Employee will not be paid for any sick leave not requested in advance. (Exception to this would be sickness of any emergency nature).

SECTION 2. PERSONAL LEAVE

The Board and the Association agree that there will be three (3) personal days for all employees granted each year. These days can accumulate to a maximum of five (5) days. Personal days will be allowed to transact, conduct, take care of, any personal business that cannot be consummated outside the regular school hours. Legal transactions examples that could be considered personal days.

The Superintendent and Supervisor must be notified **24 hours** in advance, whenever possible to facilitate the hiring of a substitute. No personal leave shall be granted immediately preceding or following school holidays or vacations unless with special authorization from the Superintendent or Supervisor.

SECTION 3. HOURLY WAGE

2001-2002	Increase of 35 cents per hour
2001-2003	Increase of 35 cents per hour
2001-2004	Increase of 35 cents per hour

Long-term substitutes: after an employee has substituted 360 hours (45 days x 8 hours per day) in the fiscal period they will be given an increase of \$.15/hour in each year. This will be cumulative.

SECTION 4. DEATH IN FAMILY LEAVE

The Board and the Association agree that there will be three (3) non-accumulative days per year for death in the family. This leave is allowable for death of a spouse, children, parents, grandparents, in-laws, brothers, or sisters.

SECTION 5. HOSPITAL AND MEDICAL INSURANCE

Hospital and Medical Insurance is made available through a group plan. The Board and the Non-Teaching Association agree that this plan will be paid in full by the Board for all eligible full-time employees. Any future benefits the Hinsdale United Teachers receive, added to the present Hospital/Medical Insurance plan, will also be granted to all eligible full-time non-teaching employees. A transfer of coverage under this plan can be accomplished at any time during the time.

MEMORANDUM OF AGREEMENT BETWEEN THE HINSDALE NON-TEACHING ASSOCIATION AND THE HINSDALE CENTRAL SCHOOL DISTRICT

Effective September 1, 2000 the following addendum will become a part of the negotiated agreement between the Hinsdale Non-Teaching Association and the Hinsdale Central School District:

SECTION 5A. HOSPITAL AND MEDICAL INSURANCE

Any new full-time employee hired after July 1, 1989, agrees to pay one-half (1/2) cost of medical insurance premiums which the school may have in effect if they wish to participate in-group coverage. (This addition would NOT effect any present full-time employees hired prior to July 1, 1989.) After three (3) years of solid service, the district agrees to pay 90% of the cost of the health insurance program with the employee paying 10%. An enrollment period will be established.

All employees working in the District prior to July 1, 1989 shall continue to have one hundred percent (100%) of the Base Plan insurance paid for by the District. Those employees (employed prior to July 1, 1989), may elect to participate in the HMO at no cost to the employee. Such employees who elect to participate in the HMO shall receive an annual stipend equivalent to fifty percent (50%) of the difference between the cost of the Base Plan and the HMO up to \$1,000 for that employee.

All employees hired on or after July 1, 1989, may elect to participate in the HMO. During the first three (3) years the employee will pay one-half (1/2) of the cost of the HMO. After three (3) years of solid service the employee may elect to participate in the

HMO and the District will contribute one hundred percent (100%) toward the cost of the HMO, up to a maximum of ninety percent (90%) of the Base Plan.

The HMO as mentioned above will include vision coverage and "out of area" coverage.

The Non-Instructional Association President and the Superintendent of his designee will meet to determine the "window period" and the numbers for the 50% difference between the Base Plan and the HMO.

For the Association

For the District

NON-ENROLLED MEDICAL INSURANCE INCENTIVE TO EMPLOYEES

If ten (10) or more employees opt for the insurance buy back, they will receive \$1,250 each. If less than ten (10) employees, they will receive \$1,000 each. Each year employee must notify the BUSINESS OFFICE IN WRITING BY **JUNE 15TH**. Once withdrawn, employee cannot rejoin until **July 1st** with notification given to Business Office by June 15th of the prior year. Insurance buy out will be issued in a separate check.

(In event of extenuating circumstances, or emergency, an employee may join the medical plan as provided by the District, subject to the Board's review and at the employee's expense for the remainder of the school year.)

SPOUSES - That is, (A)only one (1) spouse to be eligible for insurance. (B)those employee's who have spouses who are employed by the school will not be entitled to participate in school's hospital/medical insurance plan, nor will they be entitled to the \$1,000 insurance "buy-back" incentive.

SECTION 6. VACATIONS AND HOLIDAYS

During the 2001-2002 school year, all full time 10 month & 12 month employees are to receive with pay the following holidays:

Labor Day	Columbus Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day
New Year's Eve Day	New Year's Day
Good Friday	Memorial Day
Martin Luther Kind Day	

Twelve month employee's receive July 4th.

During the 2002-2003 school year Veteran's Day will be added to list of paid holidays.

During the 2003-2004 Patriots Day will also be added to the paid holidays.

Holidays falling on a Saturday – employees will receive the Friday before and those **falling on a Sunday** – employees will receive the Monday after.

If a holiday fall on a day when school is required to remain open, the employees will receive a day in lieu of the holiday.

An employee will not be permitted to extend a holiday by using personal days immediately before or after the holiday. If extenuating circumstances exist, this may be appealed, in writing to the Superintendent within 72 hours of the day requested.

Twelve month employee's receive the following paid vacation days:

After one (1) year	5 working days
After three (3) years	10 working days
After five (5) years	10 working days
Plus one (1) day per year to 20 days	
After 20-25 years	21 working days
After 26-30 years	22 working days
After 31 years	23 working days

SECTION 7. RETIREMENT PLAN

All 10/12 full-time employees, working 180 days or more per year, are eligible for the New York State Employees Retirement Plan as selected by the Board. The plan is the 160th Non-Contributory Plan.

Tier I and Tier II are the 160th Non-Contributory Plan employees through 6/30/76. As of 7/1/76, all full and part-time employees are eligible for Tier III membership which is the Contributory Plan.

Tier IV is available for new full-time employees hired after September 1, 1983. Part-time employees have the option to join or not to join Tier IV.

SECTION 8. RETIREMENT PAY

OPTION 1. Severance or retirement pay will be granted to all 10/12 month full-time employees after fifteen (15) years service in the district or at retirement from the

district, whichever shall come first. Payment will be granted in the last year of service in the amount equal to the employee's average hours worked per day (not to exceed eight (8) times the minimum hourly rate as established by the U.S. Department of Labor, times writing, to the Business Office and the Board MUST be given in order to qualify for this option.

OPTION 2. All 10/12 month full-time employees upon two (2) months notice, in writing, to the Business Office and the Board, the person retiring can retire in advance equal to three-quarters (3/4) the number of sick days he or she has accumulated with full pay and other benefits previously enjoyed.

SECTION 8A. RETIREMENT PAY

Example of 10/12 month full-time employees with 110 accumulated sick days planning to retire on June 1st.

OPTION 1 – One year advance written notice to the Board and the Business Office

Under this option the employee would work at their regular rate up until the dated of retirement, June 1st in this case, with full pay and full benefits. As of June 1st, the employee would receive a BONUS over and above the regular pay. This bonus amount is derived from the following formula:

$\frac{1}{2}$ of the accumulated sick days (110) = 55 days

Times the average hours worked daily x 8 hours per day
(average hours can vary)

440 total extra hours

Minimum hourly rate \$5.15 (as of 9/1/97)
(set by N.Y.S. Department of Labor) _____

BONUS paid as of June 1st \$2,266.00

This example is in order to better understand the SECTION 8 RETIREMENT PAY and the amount of the bonus will vary depending upon the retiree.

SECTION 8B. RETIREMENT PAY

Example of 10/12 month full time employee with 110 accumulated sick days planning to retire on June 1st.

OPTION 2 – Two months advance written notice to the Board and the Business Office

Under this option the employee would retire 82 ½ days prior to June 1st. Eighty-two and half days is equal to three-quarters (3/4) of the accumulated sick days in keeping with the contract.

Employee would receive full pay at regular rate and also full benefits up until June 1st the day of requested retirement.

OPTION 2 – Offers no Cash Bonus.

This example is in order to better understand the SECTION 8. RETIREMENT PAY and OPTION 2. The number of sick days may vary depending upon the retiree.

SECTION 9. BUS DRIVING

Extra driving trips are to be done on a rotating basis starting with seniority. Senior bus drivers will get first consideration on special education and BOCES runs. The Board reserves the right to use bus drivers, other than regular full and part-time drivers for extra curricular activities when necessary. This may be done only in the event where a regular full or part-time bus driver is not available. All extra driving time will be paid on actual time driven not to exceed eight (8) hours per day. (Exception would include color guard trips which could exceed eight (8) rule.)

Extra driving pay is: \$10.81 per hour.

Substitute Bus Drivers

Bus Driver substitutes will be paid \$9.50 per hour for the life of the contract.

Bus Mechanic

The bus mechanic will be granted \$.10 per hour additional to the negotiated raise for each year of the agreement and the district will supply necessary tools.

Bus Drivers & Monitors

The hourly base for bus drivers and bus monitors will be 1 ¼ hours per run. If additional time is required to drive or to perform basic cleaning of the vehicle the driver will be paid accordingly.

SECTION 9A.

All BOCES runs and Special Education runs (specifically Franklinville New Life Christian School and Portville Baptist School), will be paid at regular bus rates for one (1) hour only.

SECTION 10. HIRING OF NEW EMPLOYEES

The Board and the Association agree that when a new employee is hired, his or her starting rate of pay will be at the discretion of the Superintendent. Previous experience by the individual can be considered by the Superintendent when determining starting hourly rate of pay with Board of Education approval. The first thirty (30) days will be considered a probationary period for employment. A period of five (5) months for all 10 month employees and six (6) months for all 12 month employees must be completed before eligible for the first wage increase.

SECTION 11. JOB POSTINGS

Any new position which becomes available in the non-teaching area will be posted in the main school building and in the bus garage bulletin boards so as to allow all employees an opportunity to "BID" on opening. These postings shall begin at start of school year (or as soon after as possible), and will include chaperoning, monitors; extra curricular extra hour activities, and application for summer work, holidays, vacations, when help is needed. The hourly rate of pay will be minimum wage. "BIDDING" on these positions must not interfere with employee's normal work schedule.

SECTION 12. CDL REIMBURSEMENT

Full CDL reimbursement to drivers who have completed three consecutive years of service with Hinsdale Central School District, accident free, drug/alcohol free of satisfactory performance years in the Hinsdale Central School District.

BENEFITS FOR PART-TIME EMPLOYEE'S **AFTER JULY 1, 1980**

SECTION 1. SICK LEAVE

Part-time employees will receive no sick leave for the first year. After one (1) year employees will receive five (5) non-accumulative days for three years.

Board will pay half for days not used. After four (4) year, Five (5) days a year will be granted which can accumulated to a total of fifty (50) days.

Employee taking three (3) days or less sick leave per year can choose to buy back remaining days of their allocated sick leave for that year at a rate of 50% of their daily per diem. The days sold back will not be added to their accumulated sick leave balance.

SECTION 2. PERSONAL LEAVE

The Board and the Association agree that there will be three (3) personal days per year. These days can accumulate to a maximum of five (5) days. Personal Days will be allowed to transact, conduct, take care of any personal business that can be consummated outside the regular school hours. Legal transactions are examples that could be considered personal days.

The Superintendent and Supervisor must be notified **24 hours** in advance whenever possible to facilitate the hiring of a substitute. No personal leave shall be granted immediately preceding or following school holidays or vacations unless with special authorization from the Superintendent or Supervisor.

SPECIAL 3. HOLIDAYS

Employees will receive four (4) basic holidays with pay:

Thanksgiving, Christmas, New Years and Memorial Day

SECTION 4. MEDICAL INSURANCE

After July 1, 1981 employee must pay entire cost if they want medical insurance but have the option to belong to the group rate.

SECTION 5. RETIREMENT

All employees to receive entire benefits as full-time employees.

SECTION 6. DEATH IN FAMILY

Three (3) days for death in family.

GRIEVANCE PROCEDURE

Neither the Board as a whole or any individual member will entertain or consider communications or complaints from employees until they have first been referred to the Superintendent in writing. Only in those cases where satisfactory adjustment has not been made in writing by the Superintendent and/or his assistant shall communications and complaints be referred to the Board. After hearing evidence submitted by the Superintendent in such event, the Board will grant a hearing to the parties and the Association. After such hearing if the employee and the Association are not satisfied with the decision a mediator will be called in. The mediator must be accepted by both parties. The recommendations of the mediator will be submitted, in writing to both the Board and the Association and will be weighed heavily in resolving the grievance.

GRIEVANCE COMMITTEE

Board of Education

1. Determined by the Board

Non-Teaching Association

1. Determined by the Association

DISCIPLINARY PROCEDURE

If an employee is not following proper work procedures or has failed to act in a proper and moral manner, he shall be talked to by the Administrator. If said problems are not corrected by the employee, the Administrator may request a meeting with the President of the Association, employee and himself. After the meeting if the problem is not resolved, there will then be a meeting with two Board members and two Association members for a solution to the problem that would be fair and equitable to both sides.

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the Association, in writing, that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) calendar days after receipt of said notice. If the Association does not agree to said changes, then changes will not be enacted. These changes must be made through normal negotiates only.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provision of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

Any provisions of this Agreement or any application of the Agreements to any employee, or group of employees, shall be found contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law: but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be printed at the expense of the Board and open to all non-teaching employees now employed or hereafter employed by the Board within two (2) weeks after its execution or employment if that occurs later.

If this Agreement does not contain in its written provisions, benefits, privileges, or duties previously regarded as part of the Board policy, those written which are clearly within the scope of this contract shall continue in effect unless otherwise stated.

The President and Vice-President of the Non-Teaching Association will meet with the Chief School Officer upon request of either party. Meeting must be within five (5) days of the request.

OVERNIGHT DRIVING TRIPS

Extra driving rate times the number of actual driving hours. Driver will be reimbursed for meals in addition to hotel accommodations. (Hotel accommodations to be made by the school). Receipts for all expenses incurred must be accounted for and returned to the Business Office.

Drivers taking trips that preclude them from working their regular hours will receive their regular rate for the first 1 ¼ hours and the extra driving rate for each hour after that.

TEACHERS AID DUTIES

Extra duty or extra responsibility – Teachers Aide to receive base wage plus \$1.00 per hour for all hours worked for full day or days when regular teachers are not present. If no qualified persons are available, the teachers aide will be used and the above sentence applied.

CAFETERIA EMPLOYEES

Working extra-curricular events. Any banquet or dinner, outside the normal working day, cafeteria workers will receive their hourly salary plus ten cents (\$.10) per hour, unless the extra hours exceed forty (40) hours a week. In that case they will be paid time and half on their regular hourly rate.

CUSTODIANS – NIGHT SHIFT

Fifteen cents (\$.15) per hour extra for working the night shifts. Night time cleaners will continue to receive the fifteen cents (\$.15) per hour all year around.

SUMMER EMPLOYEES

Those employees holding a ten month – school calendar position, working during the summer months, will receive the same percentage increase on the minimum wage as the rest of the unit receives after completing one summer assignment at minimum wage. This would have a start date of July 1, 2001.

DURATION OF AGREEMENT
AND
SIGNATURES

This contract shall be effective as July 1, 2001 and shall continue in effect through June 30, 2004. All other items non-negotiable during the duration of this contract, except by mutual agreement.

In the event either party wishes to amend this Agreement, notice may be given by February 1st of each year during the life of this Agreement. Agreements resulting from such negotiations shall take effect beginning the following July 1st or at such other time as may be mutually agreeable to the parties.

NON-TEACHING ASSOCIATION

By Kelly P. [Signature]
[Signature]

Dated this Wed day of Aug 8, 2001.

BOARD OF EDUCATION

By Robert Keenan
President

By [Signature]
Superintendent of Schools

By Karen A. [Signature]
Business Executive